

U.S. GOVERNMENT PRINTING OFFICE
Chicago, IL

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

The BRIDGE

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of the U.S. Army Reserve

Single Award

CONTRACT TERM: The term of this contract is for the period beginning December 1, 2008 and ending November 30, 2009, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

BID OPENING: Bids shall be publicly opened at **2 p.m.** time, prevailing Chicago, IL time on **November 26, 2008.**

BID SUBMISSION: Facsimile bids are acceptable (See GPO Contract Terms, Pub. 310.2, effective 12/1/87 (revised 06/01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and two copies of the "Schedule of Prices" included at the end of this specification.

Send bids to: U.S. Government Printing Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601 or **fax** bids to 312-886-3163.

THIS IS A NEW CONTRACT. THERE IS NO PREVIOUS ABSTRACT.

INFORMATION: Fax requests for new award information (available approximately 2 weeks after bid opening) to the GPO Chicago front desk at 312-886-3163.

For questions about these specifications call Sheila West at 312-353-3916 x 22. **NO COLLECT CALLS.** Do not call with requests for specifications or abstracts.

SECTION I.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002)).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes – **Level II.**
- (b) Finishing Attributes – **Level II.**

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests – General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute.</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	OK'd proofs
P-10 Process Color Match	OK'd proofs

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #", Employer Identification Number of Taxpayer Identification Number): "Subject to Backup Withholding" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

SUBCONTRACTING: The predominant production function is printing. Bidders who must subcontract this operation will be declared non-responsible.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: in order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **December 1, 2008** through **November 30, 2009** plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in

accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

PAYMENT: Submit all billings to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Printing Office, Washington, D.C. 20401.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of a saddle-stitched magazine requiring such operations as electronic media, proofs, printing, binding, addressing, packaging and distribution.

TITLE: The BRIDGE.

Although this is an option year contract, all the estimates, averages, etc., are based upon one year's production.

FREQUENCY OF ORDERS: Approximately 4 orders per year.

QUANTITY: Approximately 350 to 500 copies per order; Plus 13 QARC copies.

NUMBER OF PAGES: 20, 24, or 28 pages including cover per order.

TRIM SIZE: 8-1/2 x 11".

GOVERNMENT TO FURNISH: Government furnished material as follows:

Windows with PC XP; Adobe InDesign CS3, Adobe Illustrator CS3, Adobe Photoshop CS3, Supplied in Native Format, Fonts are furnished. Color system used is CMYK, bleeds provided, graphics linked.

NOTE: Versions may be upgraded during the term of the contract.

Print Order Form 2511.

Facsimile for shipping container label.

GPO "VERIFICATION OF DELIVERY" FORM. Contractor MUST complete this form and fax to GPO Chicago, Attn: Rudy Fernandez WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment after invoicing.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried-on copy or film, Must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

Digital Deliverables: If contractor is required to make revisions, the contractor shall, prior to making revisions, copy the files and make all changes to the copy. No revisions are to be made to furnished files.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed piece and shall be returned on the same type of storage media as the original files. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat, Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.

FILMS: Films are NOT required; computer to plate is acceptable and is the preferred method of

production. At the contractor's option, they may use film, however, the Government will not pay for any film costs, even if this was the result of author's alterations. For example, if changes were made at the proof stage, the Government will pay for the digital corrections and new proofs (if required), but not for films. Such proof charges must be charged at the rate for digital proofs, not "from film" proofs. Films may be destroyed 30 days after delivery of the finished product, except those ordered held for reuse in subsequent orders. Minimum 150 line screen required on halftones. A digital CD download is required of the final corrected project.

PROOFS: 1 set of digital color content proofs. Direct to plate is used to produce the final product. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product. At contractor's option, a film based composite blueline may be submitted.

1 set of digital one-piece composite laminated color proofs on the actual production stock (Kodak Approval, Screen TrueRite, Dupont Thermal Waterproof, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 dpi. At contractor's option, a film-based composite laminated color proof on the actual production stock may be submitted provided direct to plate is used to produce the final product. The make and model number of the proofing system utilized shall be furnished with the proofs.

These proofs must have all elements in press configuration and must indicate margins. Proofs will be used for color match on press and must show dot structure, inkjet, photographic, and overlay proofs are not acceptable. The proofs must contain color control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars (such as Brunner, GAFT, GRETAG, or RIT) must show areas consisting of minimum 3/16 x 3/16" solid color patches; tint patches of 25, 50, and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet.

The U.S. Government Printing Office reserves the right to require samples and to judge the suitability of any digital proof offered.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "OK to print."

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the *"Government Paper Specification Standards No. 11" dated February 1999*.

NOTICE: Copies of the "Government Paper Specifications Standards No. 11," dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

White No. 2. Coated Text, Gloss-Finish, Basis Size 25 x 38", Basis Weight 80 lbs., equal to JCP Code A182.

White No. 2 Coated Cover, Gloss-Finish, Basis Size 20 x 26", Basis Weight 100, equal to JCP Code L12.

No mix of weights. All paper used in each copy must be of a uniform shade.

PRINTING: Print head to head in 4-color process throughout.

MARGINS: Margins will be as indicated on the print order or furnished copy. Bleeds required.

BINDING: Saddle-wire stitch in two places and trim three sides. Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed. Wrap around cover, stitched on, with Grain running parallel to spine. Score cover parallel to grain before folding. Cracking on the folds will not be acceptable and may result in rejection.

ADDRESSING: Contractor must download the mailing file and address all envelopes, packages, and containers. Addresses may be ink jet, laser imaged, or applied directly to units as labels. The printed image must have consistent density, be easily readable, be free of smears and must not be skewed. Address standardization of these addresses by the contractor is required. It is the contractor's responsibility that the COMPLETE address information be placed in the address area in the exact order of mail list file and must meet all USPS requirement for mailing.

PACKING: Pack suitably per envelope, cushioned bag/package, or/and container. See below under Distribution.

DISTRIBUTION:

Deliver f.o.b. destination (at contractor's expense) –

Proofs and furnished materials to: 416th TEC, PAO, 10 South 100 S Frontage Road, Darien, IL 60561-1780.

Quality Assurance Random Copies: Contractor must submit at his/her expense 13 copies to the U.S. Government Printing Office, Printing Procurement – Stop PPSQ, Quality Assurance Section, 732 North Capitol St., NW, Rm. A843, Washington, DC 20401. These will be inspected and tested for conformance to the product specifications. The following sampling plan will be employed for selecting the samples you are to furnish for inspection: Divide the entire lot into 13 sublots; Select one copy from each subplot. Do not choose copies from the same general area in each subplot. Sign and date the selection certificate and pack it with the Quality Assurance Random Copies along with a copy of the specifications. Ship the copies using the address label provided by traceable method.

Return furnished material to Agency provided address via traceable means with a signed receipt.

All expenses incidental to returning furnished material must be borne by the contractor.

F.o.b. contractor's city (costs reimbursed) - approximately 350 to 500 (generally 350) copies to domestic destinations. Approximately 24 addresses to receive 1 – 5 copies; approximately 4 addresses to receive 6 – 20 copies; and approximately 3 addresses to receive 21 – 50 copies. Follow list provided per print order.

Contractor to furnish suitable envelopes, packages, and containers. Destinations listed on print order or separate distribution list are to be delivered **REIMBURSABLE** using **TRACEABLE** small package carrier. Contractor will be reimbursed for delivery charges by submitting properly completed receipt, UPS log, or other acceptable proof with billing for payment. Contractor must provide tracking numbers or be able to trace deliveries within 2 workdays of request.

Any delivery method used must provide receipt at destinations in no more than five workdays. The government will not reimburse for an accelerated delivery service unless specifically authorized on the individual order.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite schedule for pickup of material can be predetermined. The Government will notify the contractor when furnished material and print order are available for pickup.

Furnished material must be picked up from and delivered to the address shown under "Distribution."

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

1. Contractor must deliver proofs within 3 workdays after material is made available for pickup.
2. Ordering agency will hold proofs not more than 2 workdays from receipt to call to contractor for pickup with "OK to print" or "OK to print with corrections".
3. Complete production and **delivery must be made within 14 workdays after notification of availability of print order and furnished material.**

For example: If contractor is notified of the availability of an order for pickup Monday, October 20, Agency should receive proofs within 3 workdays from notification, by Thursday, October 23. Agency will hold proofs not longer than 2 workdays and notify contractor by Monday, October 27. Complete production and delivery should be completed by Friday, November 7.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders

under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

	(1)	(2)
1. (a)	2	7
(b)	1	3.5
(c)	1	3.5
II. (a)	96	
(b)	24	
(c)	4	

SECTION 4.-SCHEDULE OF PRICES

SUBMISSION OF OFFERS AND EVALUATION: Bids offered are f.o.b. destination and f.o.b. contractor's city. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All billings submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Office, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials (including paper) and operations necessary for the complete production and distribution of the product listed in accordance with these specifications. Pages per issue includes cover. See Item II for additional charges.

	Makeready and/or Setup (1)	Running Per 100 Copies (2)
(a) 20 page issue.....per issue	\$ _____	\$ _____
(b) 24 page issueper issue	\$ _____	\$ _____
(c) 28 page issue.....per issue	\$ _____	\$ _____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

II. PACKING AND SEALING FOR DISTRIBUTION: Prices must be all-inclusive, as applicable, and must include the cost of envelopes, cushioned shipping bags/packages, shipping containers, all necessary wrapping and packing materials, and labeling or marking, in accordance with these specifications.

- (a) Affix address label or print address directly on envelope.....per envelope.....\$ _____
- (b) Inserting copies into cushioned shipping bags, affix/print label and seal.....per bag/package.....\$ _____
- (c) Inserting copies into containers, affix/print label and seal.....per container.....\$ _____

CONTRACTORS NAME AND SIGNATURE: Fill out and return two copies of all pages in “Section 4. - Schedule of Prices,” initial or sign each in the space provided. See Page 1.

Contractor _____

(City – State - Zip)

By _____
(Signature and title of person authorized to sign this bid) (Date)

(Person to be contacted)

(Telephone Number)

(Contractor's Code No.)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____ Name _____

Address _____ Title _____

City _____ State _____ Zip _____ Signature _____

GPO Contractor Code (if known) _____ Date _____

Telephone Number _____ Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.